

INVITATION TO BID

The Town of Hampton, acting through its Town Manager, in accordance with the provisions of New Hampshire Revised Statutes Annotated Chapter 37, Section 6 and the provisions of the Town of Hampton Purchasing Policy, will accept sealed bids from qualified bidders for the following:

2011-050 Purchase and Removal of Compost

The Town of Hampton is seeking contractors for the purchase and removal of an estimated 5000 cubic yards of unscreened composted material located at the Hampton Public Works Facility.

A pre-bid conference for all prospective bidders will be held at 11:00 AM on Wednesday, January 11, 2011 at the Hampton Transfer Station located at 1 Hardardt's Way, Hampton, NH.

All bids must be submitted in accordance with the bid submittal requirements and all requested information must be supplied. Failure to comply will be reflected in the evaluation of the bids.

The bid specifications for the above services and/or products are available in the Town Manager's office located at 100 Winnacunnet Road, Hampton, NH and on the Town Website at <http://hamptonnh.gov/public/RFP>

Sealed bids must be clearly marked "Bid 2011-050 Purchase and Removal of Compost"

Sealed bids will be received until 2:00 PM January 18, 2012 at the Town Manager's office.

The Town of Hampton acting through the Town Manager reserves the right to reject any or all bids, to award any bids, to waive any informality on bids received, and to omit any item or items as it may deem to be in the best interest of the Town. The decision of the Town Manager shall be final.

If further information is necessary, please contact Ryan Flynn, Engineering, at (603) 929-5933.

Frederick W. Welch

Town Manager

I. GENERAL INFORMATION

The Town of Hampton, acting through its Town Manager, in accordance with the provisions of New Hampshire Revised Statutes Annotated Chapter 37, Section 6 and the provisions of the Town of Hampton Purchasing Policy, will accept sealed bids, from qualified contractors for the following:

Bid: 2011-050 Purchase and Removal of Compost

II. INTENT

The Town of Hampton, acting through its Town Manager for the Hampton Building Department requests sealed written bids, from qualified contractors for the Town of Hampton for the purchase and removal of an estimated 5000 cubic yards of unscreened composted material located at the Hampton Public Works Facility more specifically described in Section IV. Scope of Services.

III. GENERAL SPECIFICATIONS

All bids shall be submitted in conformance with the specifications, scope of work, general specifications, and any detailed specifications that are considered as minimum standards, and all requested information must be supplied. Failure to comply will be reflected in the evaluation of the bids.

IV. SCOPE OF SERVICES

Prospective bidders are requested to submit a lump sum price for the purchase and removal of an estimated 5000 cubic yards of unscreened composted material located at the Hampton Public Works Facility. The lump sum price shall include the cost of all materials, labors, insurances, and mobilization costs associated with the process of the removal of compost material.

Prospective bidders shall specify the number of days from bid award in which to accomplish the loading and the hauling away of all of the composted material.

A pre-bid conference for all prospective bidders will be held at 11:00 AM on Wednesday, January 11, 2011 at the Hampton Transfer Station located at 1 Hardardt's Way, Hampton, NH

It is the responsibility of all of the prospective bidders to observe and estimate the size/quantity of the composted material to be removed.

If the pre-bid conference cannot be attended, the composted material can be observed at the Hampton Transfer Station by scheduling an appointment with Ryan Flynn, Engineering, at (603) 929-5933, or with available personnel at the Hampton Transfer Station, (603) 929-5930.

V. SCHEDULE

The successful contractor will have until March 16th to completely load and haul away all material using equipment and labor of his or her own. The successful contractor may seek an

extension on this deadline if warranted by extreme, unforeseeable circumstances. The granting of any extension will be at the sole discretion of the Hampton Public Works Director.

The successful contractor may store equipment overnight at the Hampton Transfer Station.

VI. PENALTIES

A one hundred dollar per day (\$100.00/day) late penalty shall be deducted from the successful contractors final payment for each day after the March 16th deadline, if any of the composted material remains at the Hampton Public Works Facility.

VII. QUALIFICATIONS

The successful contractor shall have the necessary equipment to complete the job.

All operators under the control of the successful contractor will be licensed CDL drivers. The successful contractor will submit copies of all the operators' CDL licenses to the Town of Hampton.

VIII. SAFETY & TRAFFIC CONTROL MEASURES

The successful contractor shall employ all measures and procedures of safety and traffic control applicable by local, state, and/or federal laws.

IX. ASSOCIATED COSTS AND SERVICES

Associated Costs and Services incurred in the preparation of the bid submittal in response to this bid request shall be the sole responsibility of the submitting bidder.

X. BID PROCEDURE

Each prospective bidder is expected to carefully examine all provisions included in this document prior to submitting a bid. Failure to do so will not relieve the successful bidder of the obligation to furnish all equipment and labor necessary to carry out the provisions of this document.

The submission of a bid shall be considered prima facie evidence that the prospective bidder has made such examination of this document and is familiar with the conditions to be encountered in performing the work and as to the requirements of the scope of work, specifications, and special provisions.

The cost entailed in carrying out the specifications and scope of work, unless otherwise noted or specified, shall include full compensation for all material, equipment, tools, labor and incidental work necessary to provide the product requested.

All bids shall be signed correctly, in ink. Bids which are incomplete, conditional, or obscure, or which contain information not called for, erasures, alterations or other irregularities of any kind, or in which errors occur or contain abnormally high or low bids, may be rejected.

If an individual makes the bid, his name and address shall be given. If the bid is made by a firm, partnership, or corporation, it shall be signed by a duly authorized person, who shall give his name and title as well as the name and address of the firm, partnership, or corporation.

Any or all bids will be rejected if there is a reason for the Town to believe that there is collusion among prospective bidders. Any bid so rejected will disqualify the prospective bidder(s) from consideration in bids for the work.

XI. NO-BID RESPONSE REQUEST

It is requested of all prospective bidders that if they will not be bidding on the bid to submit a no-bid response to the Town of Hampton.

XII. BID SUBMITTAL REQUIREMENTS

The completed bid package shall include, at a minimum, this entire document including all attachments, any addenda distributed and/or any additional information and the bid form:

1. One (1) original and two (2) copies of this entire document, including bid form and all attachments;
2. Vehicle Warranties
3. The bidder's professional qualifications and experience in dealing with Municipalities; and
4. A list of references and current clients (a minimum of 3 each) that includes their names, addresses, and telephone numbers.

XIII. SELECTION CRITERIA AND AWARD

Sealed bids shall be awarded on the following basis (not necessarily in the order presented) by the Town Manager unless otherwise determined by the Board of Selectmen.

1. The ability, capacity and skill of the bidder through the submission of the required information;
2. Whether the bidder can provide the product required by the terms of the bid promptly, or within the time specified, without delay or interference;
3. The character, integrity, reputation, experience and efficiency of the bidder; and
4. The bidder's qualifications and track record in providing similar products to other Municipalities.

It is the intent of the Town to award this bid to the most responsive and qualified bidder that meets all necessary requirements stated in this document. Before making its award, the Town shall consider the project proposal, work, and/or services or products delivered that best serves the processing needs and financial interests of the Town.

The bid price shall be held firm until the product is delivered.

All bids submitted shall be held firm for 90-days from the bid opening.

The Town of Hampton acting through the Town Manager reserves the right to reject any or all bids, to waive any informality on bids received, and to omit any item or items as it may deem to be in the best interest of the Town. The decision of the Town Manager shall be final.

XIV. RECEIPT OF BID

Sealed bids must be clearly marked "Bid: 2011-050 Purchase and Removal of Compost"

Sealed bids will be received until 2:00 PM January 18, 2012 at the Town Manager's office.

A submitted bid may be withdrawn when requested in writing and in the hands of the Town Manager before the time of the scheduled opening. Such bid will be returned unread.

No bid shall be withdrawn less than 30-days after the scheduled opening without the prior consent of the Town.

XV. FAXED AND/OR EMAILED BIDS OR WITHDRAWALS

Faxing and/or the emailing of Bids or the request of a withdrawal of a Bid in either manner will be not permitted. If a faxed or emailed Bid or a withdrawal request is received in either manner, it will be destroyed upon receipt.

XVI. POSTING OF BIDS

The bid is posted on the Town Website at <http://hamptonnh.gov/public/RFP/>.

Prospective bidders seeking to submit a bid are requested to inform the Town of Hampton by email at inquires@town.hampton.nh.us that they have obtained the bid document from the Town's Website. Please provide your name, address, phone number, and email address. This will enable the Town of Hampton to forward any addenda distributed and/or additional information that may be required for compliance with the bid document.

If further information is necessary, please contact Ryan Flynn, Engineering, at (603) 929-5933.

XVII. INSURANCE

The successful contractor shall submit to the Town of Hampton Insurance Certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of policies. Such certificates shall also contain the following statement: "The insurance covered by this certificate will not be canceled or materially altered, except after 30-days written notice has been received by the Town of Hampton."

The insurance required under the award of the bid shall provide adequate protection for the successful contractor against damage claims, which may arise from work under the awarded contract, whether such work be by the insured or by anyone employed by him, and also against any of the hazards which may be encountered in the performance of the contract as enumerated in the supplementary general conditions. The Town of Hampton shall be named as an additional insured on the insurance certificates.

The following shall be considered minimum standards for insurance required to perform the work or services provided in the Town of Hampton:

General Coverage

To be eligible to be awarded the contract to perform the work required under this bid, the successful contractor shall submit a current certificate of insurance for General Liability; Automobile Liability; Excess Liability; Property Liability (All risk including Theft & Fire) from a company licensed to issue such insurance in the State of New Hampshire in the following amounts, which shall be maintained during the life of the contract (excess or umbrella coverage may satisfy requirements).

Each Occurrence	\$1,000,000.00
General Aggregate	\$2,000,000.00

Workers' Compensation

To be eligible to be awarded the contract to perform the work required under this bid, the successful contractor shall submit a current certification of Workers' Compensation Insurance in accordance with the provisions of New Hampshire law from a company licensed to issue such insurance in the State of New Hampshire in the following amounts, which shall be maintained during the life of the contract (excess or umbrella coverage may satisfy requirements).

Coverage A	Statutory
Coverage B	\$1,000,000.00

Cancellation of Insurance

The cancellation of any insurance held by the successful contractor as required under this bid will automatically cancel any contract. Each insurance policy shall contain a provision that the certificates of insurance shall not be altered or cancelled except with 30-days written notice to the Town of Hampton.

XVIII. USE OF SUBCONTRACTORS

The use of subcontractors shall not be allowed under this contract.

XIX. LAWS, PERMITS AND LICENSING

It is the successful bidder's responsibility to adhere to and comply with all federal, state, and local laws, regulations, and codes as well as with all standards and practices relating to the delivery of the product. In addition, it is the successful bidder's responsibility to procure and keep in effect any and all licenses, permits, notifications or other regulatory requirements relating to the delivery of the product.

The successful bidder will pay for any permits, licenses, and certificates required for the delivery of the product that is required by any law or regulation.

XX. INDEMNIFICATION

In accepting the awarded contract, the successful bidder agrees to hold harmless and indemnify the Town of Hampton and its officers, agents, and employees from any liability arising from the delivery of the product.

XXI. TERMINATION

The Town of Hampton acting through the Town Manager retains the right under this bid to terminate and dismiss the successful bidder for non-performance with five (5) working days notice.

Additionally, the Town of Hampton acting through the Town Manager reserves the right to negotiate a contract with the next most responsive and qualified bidder for the delivery of the product under this bid.

XXII. APPLICABLE LAW

All disputes shall be decided under the laws of the State of New Hampshire.

XXIII. PURCHASING POLICY APPLIES

The Town of Hampton's Purchasing Policy and Purchase Procedures apply to any bids received hereunder.

XXIV. PAYMENT

Payment to the Town of Hampton shall be made before any work is to be preformed or materials removed.

BID FORM

2011-049 Wood Chipper

Town Manager
100 Winnacunnet Road
Hampton, NH 03842

Bidders shall specify here in figures and words the cost of performing the work as specified in Section IV. Scope of Services, attached hereto and made a part hereof. In the case of a discrepancy between the figure amounts and the words, the written words shall govern. The cost shall include all equipment, materials, labor, and tools incidental to the completion of this work.

Anticipated Start Date: _____

Lump Sum Bid: \$ _____
(figures)

\$ _____ dollars
(words)

The undersigned is submitting this Bid without collusion with any other individual or corporation.

Name of Bidder _____

Address of Bidder _____

City, State and Zip Code of Bidder _____

Business Telephone of Bidder _____

Business Fax Telephone Number of Bidder _____

E-Mail Address of Bidder _____

Bidders Website Address _____

Signature of Authorized Person _____

Date _____

By signing above you are attesting that you are duly authorized by law to commit the individual, association, partnership, company, or corporation to the terms of the bid and resulting contract attached hereto.

All bids submitted shall be held firm for 90-days from the bid opening.